

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

WEIHAI LIANQIAO INTERNATIONAL COOP GROUP  
CO., LTD.,

Plaintiff,

-against-

A BASE IX COMPANY LLC, DAVID A. APPERMAN,  
and ALBERT GAMMAL

Defendant.

**AMENDED COMPLAINT**

21-cv-10753 (VM)

Plaintiff Weihai Lianqiao International Cooperation Group Co., Ltd. ("Plaintiff"), by and through its attorneys, Cullen and Dykman LLP, as and for its Amended Complaint against Defendant A Base IX Company LLC ("A Base"), David A. Apperman ("Apperman"), and Albert Gammal ("Gammal") (collectively, "Defendants") respectfully alleges as follows:

**SUMMARY OF CLAIMS**

This is a claim for monies that Defendants owe Plaintiff for goods that Plaintiff manufactured and shipped to A Base pursuant to different contracts. Plaintiff fully completed its obligations under each contract and A Base, Apperman, and Gammal, individually and collectively, owe Plaintiff \$4,345,077.65 plus interest. In addition, Defendants owe Plaintiff \$1,495,766.98 representing damages for goods that Plaintiff sold at a loss.

**PARTIES**

1. Plaintiff is a foreign business corporation with a principal place of business located at 269 Wenhua Road West, 15<sup>th</sup> Floor, High-Tech Development Zone, Weihai, China.
2. Defendant A Base IX Company LLC is a domestic limited liability company formed and existing under the laws of the State of New York and authorized to do business in the

State of New York, with a principal place of business at 525 7<sup>th</sup> Avenue, Suite #1006, New York, New York 10018.

3. Upon information and belief, Apperman is and was at all relevant times a member of A Base and resides at 245 Juniper E Cir, Lawrence, New York 11559-1930.

4. Upon information and belief, Gammal is and was at all relevant times a member of A Base and resides at 1350 E. 4<sup>th</sup> Street, Brooklyn, New York 11230-4606.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(2) as this action is between citizens or business entities of a state and citizens or subjects of a foreign state and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

6. This Court has diversity jurisdiction because the amount in controversy exceeds \$75,000.00, A Base is a limited liability company organized under the laws of New York, Apperman and Gammal are citizens of the State of New York and Plaintiff is subject of a foreign state, being incorporated in a foreign country. 28 U.S.C. § 1332(a)(2).

7. This Court is the proper venue for the adjudication of the causes of action asserted in this litigation pursuant to 28 U.S.C. § 1391(b)(2) as a substantial part of the events or omissions giving rise to the claims in this action occurred in the judicial district of the United States District Court for the Southern District of New York.

### **FACTUAL BACKGROUND**

#### **The Contracts**

8. A Base is an importer of apparel in New York and has its own brands. A Base sells apparel to garment stores and retailers.

9. Plaintiff entered into distinct contracts with Defendants pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture and ship to Defendants an array of merchandise which Defendants planned to sell to retailers.

10. On or about February 11, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 761) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 96,912 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$372,088.32 for its services. Plaintiff manufactured the merchandise and on or about July 21, 2019, shipped 576 pieces of clothing. Defendants failed to pay Plaintiff a total of \$2,246.40.

11. On or about April 30, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 821) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 1,200 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$4,080 for its services. Plaintiff manufactured the merchandise and on or about July 27, 2019, shipped all 1,200 pieces of clothing. Defendants failed to pay Plaintiff a total of \$4,080.00.

12. On or about March 26, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 802) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 43,992 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$121,482.00 for its services. Plaintiff manufactured the merchandise and on or about August 1, 2019, shipped 7,776 pieces of clothing. Defendants failed to pay Plaintiff a total of \$21,571.20.

13. On or about March 26, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 802) pursuant to which Plaintiff, in exchange for monetary

consideration, was to manufacture, ship, and deliver 43,992 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$121,482.00 for its services. Plaintiff manufactured the merchandise and on or about August 1, 2019, shipped 1,836 pieces of clothing. Defendants failed to pay Plaintiff a total of \$6,242.40.

14. On or about March 26, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 803) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 69,792 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$233,100.00 for its services. Plaintiff manufactured the merchandise and on or about August 1, 2019, shipped 7,680 pieces of clothing. Defendants failed to pay Plaintiff a total of \$27,033.60.

15. On or about May 1, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 822) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 119,136 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$280,428.48 for its services. Plaintiff manufactured the merchandise and on or about August 1, 2019, shipped 11,280 pieces of clothing. Defendants failed to pay Plaintiff a total of \$26,943.84.

16. On or about May 9, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 829) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 32,904 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$77,749.20 for its services. Plaintiff manufactured the merchandise and on or about August 1, 2019, shipped 9,216 pieces of clothing. Defendants failed to pay Plaintiff a total of \$22,701.60.

17. On or about May 23, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 837) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 72,288 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$120,040.56 for its services. Plaintiff manufactured the merchandise and on or about August 1, 2019, shipped 17,568 pieces of clothing. Defendants failed to pay Plaintiff a total of \$28,572.48.

18. On or about June 27, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 849) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 5,832 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$17,027.04 for its services. Plaintiff manufactured the merchandise and on or about August 1, 2019 shipped 816 pieces of clothing. Defendants failed to pay Plaintiff a total of \$2,309.28.

19. On or about June 27, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 850) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 390 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$1,139.40 for its services. Plaintiff manufactured the merchandise and on or about August 1, 2019 shipped 60 pieces of clothing. Defendants failed to pay Plaintiff a total of \$169.80.

20. On or about June 27, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 852) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 1,224 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$2,880.00 for its services. Plaintiff manufactured

the requested merchandise and on or about August 1, 2019 shipped 360 pieces of clothing. Defendants failed to pay Plaintiff a total of \$864.00.

21. On or about May 1, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 822) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 119,136 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$280,428.48 for its services. Plaintiff manufactured the merchandise and on or about August 21, 2019, shipped 12,024 pieces of clothing. Defendants failed to pay Plaintiff a total of \$26,294.40.

22. On or about June 27, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 849) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 5,832 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$17,027.04 for its services. Plaintiff manufactured the merchandise and on or about August 21, 2019 shipped 2,568 pieces of clothing. Defendants failed to pay Plaintiff a total of \$7,406.40.

23. On or about June 27, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 850) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 390 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$1,139.40 for its services. Plaintiff manufactured the merchandise and on or about August 21, 2019 shipped 90 pieces of clothing. Defendants failed to pay Plaintiff a total of \$258.00.

24. On or about June 27, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 851) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 11,736 pieces of clothing to Defendants.

The contract called for Defendants to pay Plaintiff \$27,540.00 for its services. Plaintiff manufactured the merchandise and on or about August 21, 2019 shipped 894 pieces of clothing. Defendants failed to pay Plaintiff a total of \$2,463.00.

25. On or about June 27, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 852) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 1,224 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$2,880.00 for its services. Plaintiff manufactured the requested merchandise and on or about August 21, 2019 shipped 102 pieces of clothing. Defendants failed to pay Plaintiff a total of \$285.00.

26. On or about May 15, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 835) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 46,800 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$98,759.52 for its services. Plaintiff manufactured the requested merchandise and on or about August 21, 2019 shipped 2,088 pieces of clothing. Defendants failed to pay Plaintiff a total of \$4,183.20.

27. On or about June 12, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 842) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 193,536 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$291,274.56 for its services. Plaintiff manufactured the requested merchandise and on or about August 21, 2019 shipped 1,800 pieces of clothing. Defendants failed to pay Plaintiff a total of \$3,960.00.

28. On or about July 11, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 853) pursuant to which Plaintiff, in exchange for monetary

consideration, was to manufacture, ship, and deliver 30,096 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$57,428.64 for its services. Plaintiff manufactured the requested merchandise and on or about September 10, 2019, shipped 30,024 pieces of clothing. Defendants failed to pay Plaintiff a total of \$53,048.18

29. On or about July 15, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 860) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 37,368 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$105,765.84 for its services. Plaintiff manufactured the requested merchandise and on or about September 10, 2019, shipped 2,448 pieces of clothing. Defendants failed to pay Plaintiff a total of \$6,321.58.

30. On or about August 19, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 883) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 140,040 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$474,333.84 for its services. Plaintiff manufactured the requested merchandise and on or about January 13, 2020, shipped 37,080 pieces of clothing. Defendants failed to pay Plaintiff a total of \$99,489.74.

31. On or about November 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 918) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 107,208 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$196,096.32 for its services. Plaintiff manufactured the requested merchandise and on or about January 13, 2020, shipped 30,096 pieces of clothing. Defendants failed to pay Plaintiff a total of \$45,691.20.



32. On or about November 8, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 923) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 140,616 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$315,027.36 for its services. Plaintiff manufactured the requested merchandise and on or about January 13, 2020, shipped 32,688 pieces of clothing. Defendants failed to pay Plaintiff a total of \$67,583.52.

33. On or about August 19, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 883) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 140,040 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$474,333.84 for its services. Plaintiff manufactured the requested merchandise and on or about January 9, 2020, shipped 41,616 pieces of clothing. Defendants failed to pay Plaintiff a total of \$141,193.33.

34. On or about November 11, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 924) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 22,248 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$61,354.80 for its services. Plaintiff manufactured the requested merchandise and on or about January 9, 2020, shipped 720 pieces of clothing. Defendants failed to pay Plaintiff a total of \$2,649.60.

35. On or about November 8, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 923) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 140,616 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$315,027.36 for its services. Plaintiff

manufactured the requested merchandise and on or about January 9, 2020, shipped 17,424 pieces of clothing. Defendants failed to pay Plaintiff a total of \$39,818.88.

36. On or about November 7, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 919) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 25,344 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$46,026.00 for its services. Plaintiff manufactured the requested merchandise and on or about January 9, 2020, shipped 23,184 pieces of clothing. Defendants failed to pay Plaintiff a total of \$35,980.65.

37. On or about September 19, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 897) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 135,864 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$264,505.68 for its services. Plaintiff manufactured the requested merchandise and on or about January 9, 2020, shipped 19,584 pieces of clothing. Defendants failed to pay Plaintiff a total of \$37,136.16.

38. On or about October 23, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 906) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 4,320 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$10,339.20 for its services. Plaintiff manufactured the requested merchandise and on or about January 9, 2020, shipped 1,440 pieces of clothing. Defendants failed to pay Plaintiff a total of \$3,196.80.

39. On or about November 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 918) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 107,208 pieces of clothing to Defendants.

The contract called for Defendants to pay Plaintiff \$196,096.32 for its services. Plaintiff manufactured the requested merchandise and on or about January 16, 2020, shipped 15,696 pieces of clothing. Defendants failed to pay Plaintiff a total of \$42,588.00.

40. On or about November 8, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 923) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 140,616 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$315,027.36 for its services. Plaintiff manufactured the requested merchandise and on or about January 16, 2020, shipped 19,296 pieces of clothing. Defendants failed to pay Plaintiff a total of \$30,487.68.

41. On or about September 19, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 897) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 135,864 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$264,505.68 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped 40,032 pieces of clothing. Defendants failed to pay Plaintiff a total of \$70,919.68.

42. On or about November 7, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 919) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 25,344 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$46,026.00 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped 4,320 pieces of clothing. Defendants failed to pay Plaintiff a total of \$6,593.40.

43. On or about November 8, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 923) pursuant to which Plaintiff, in exchange for monetary

consideration, was to manufacture, ship, and deliver 140,616 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$315,027.36 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped 19,296 pieces of clothing. Defendants failed to pay Plaintiff a total of \$42,069.22.

44. On or about October 23, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 906) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 4,320 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$10,339.20 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped 2,880 pieces of clothing. Defendants failed to pay Plaintiff a total of \$6,366.96.

45. On or about November 8, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 923) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 140,616 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$315,027.36 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped 26,280 pieces of clothing. Defendants failed to pay Plaintiff a total of \$60,089.76.

46. On or about October 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 905) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 148,680 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$360,717.12 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped 25,200 pieces of clothing. Defendants failed to pay Plaintiff a total of \$56,711.90.

47. On or about December 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 929) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 28,872 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$54,979.92 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped 16,848 pieces of clothing. Defendants failed to pay Plaintiff a total of \$35,327.52.

48. On or about November 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 916) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 8,880 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$12,784.80 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped all 8,880 pieces of clothing. Defendants failed to pay Plaintiff a total of \$12,784.80.

49. On or about November 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 918) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 107,208 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$196,096.32 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped 25,920 pieces of clothing. Defendants failed to pay Plaintiff a total of \$47,408.40.

50. On or about August 19, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 883) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 140,040 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$474,333.84 for its services. Plaintiff

manufactured the requested merchandise and on or about January 23, 2020, shipped 6,264 pieces of clothing. Defendants failed to pay Plaintiff a total of \$20,872.44.

51. On or about November 19, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 925) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 21,216 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$87,299.04 for its services. Plaintiff manufactured the requested merchandise and on or about January 23, 2020, shipped all 21,216 pieces of clothing. Defendants failed to pay Plaintiff a total of \$87,299.04.

52. On or about October 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 905) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 148,680 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$360,717.12 for its services. Plaintiff manufactured the requested merchandise and on or about January 22, 2020, shipped 49,464 pieces of clothing. Defendants failed to pay Plaintiff a total of \$111,021.53.

53. On or about October 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 905) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 148,680 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$360,717.12 for its services. Plaintiff manufactured the requested merchandise and on or about March 6, 2020, shipped 4,536 pieces of clothing. Defendants failed to pay Plaintiff a total of \$10,199.79.

54. On or about November 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 915) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 79,512 pieces of clothing to Defendants.

The contract called for Defendants to pay Plaintiff \$250,298.28 for its services. Plaintiff manufactured the requested merchandise and on or about March 7, 2020, shipped 26,880 pieces of clothing. Defendants failed to pay Plaintiff a total of \$105,235.20.

55. On or about October 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 905) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 148,680 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$360,717.12 for its services. Plaintiff manufactured the requested merchandise and on or about March 9, 2020, shipped 1,008 pieces of clothing. Defendants failed to pay Plaintiff a total of \$2,284.38.

56. On or about October 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 905) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 148,680 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$360,717.12 for its services. Plaintiff manufactured the requested merchandise and on or about March 20, 2020, shipped 8,352 pieces of clothing. Defendants failed to pay Plaintiff a total of \$18,079.24.

57. On or about December 13, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 931) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 93,888 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$190,591.92 for its services. Plaintiff manufactured the requested merchandise and on or about March 20, 2020, shipped 7,200 pieces of clothing. Defendants failed to pay Plaintiff a total of \$20,979.00.

58. On or about November 19, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 926) pursuant to which Plaintiff, in exchange for monetary



consideration, was to manufacture, ship, and deliver 21,216 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$87,299.04 for its services. Plaintiff manufactured the requested merchandise and on or about March 20, 2020, shipped 21,216 pieces of clothing. Defendants failed to pay Plaintiff a total of \$87,299.04.

59. On or about October 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 905) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 148,680 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$360,717.12 for its services. Plaintiff manufactured the requested merchandise and on or about March 20, 2020, shipped 19,224 pieces of clothing. Defendants failed to pay Plaintiff a total of \$44,496.90.

60. On or about November 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 918) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 107,208 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$196,096.32 for its services. Plaintiff manufactured the requested merchandise and on or about March 20, 2020, shipped 13,464 pieces of clothing. Defendants failed to pay Plaintiff a total of \$18,575.28.

61. On or about December 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 929) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 28,872 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$54,979.92 for its services. Plaintiff manufactured the requested merchandise and on or about March 20, 2020, shipped 12,024 pieces of clothing. Defendants failed to pay Plaintiff a total of \$17,915.76.



62. On or about December 13, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 931) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 93,888 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$190,591.92 for its services. Plaintiff manufactured the requested merchandise and on or about March 20, 2020, shipped 43,056 pieces of clothing. Defendants failed to pay Plaintiff a total of \$90,059.76.

63. On or about December 13, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 931) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 93,888 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$190,591.92 for its services. Plaintiff manufactured the requested merchandise and on or about March 20, 2020, shipped 6,048 pieces of clothing. Defendants failed to pay Plaintiff a total of \$15,541.92.

64. On or about January 6, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 933) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 18,504 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$52,493.76 for its services. Plaintiff manufactured the requested merchandise and on or about March 29, 2020, shipped 18,504 pieces of clothing. Defendants failed to pay Plaintiff a total of \$52,493.76.

65. On or about October 10, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 905) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 148,680 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$360,717.12 for its services. Plaintiff

manufactured the requested merchandise and on or about March 30, 2020, shipped 13,752 pieces of clothing. Defendants failed to pay Plaintiff a total of \$30,091.36.

66. On or about November 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 915) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 79,512 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$250,298.28 for its services. Plaintiff manufactured the requested merchandise and on or about March 30, 2020, shipped 14,220 pieces of clothing. Defendants failed to pay Plaintiff a total of \$38,495.88.

67. On or about November 8, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 923) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 140,616 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$315,027.36 for its services. Plaintiff manufactured the requested merchandise and on or about March 30, 2020, shipped 4,320 pieces of clothing. Defendants failed to pay Plaintiff a total of \$16,169.76.

68. On or about December 13, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 931) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 93,888 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$190,591.92 for its services. Plaintiff manufactured the requested merchandise and on or about March 30, 2020, shipped 25,560 pieces of clothing. Defendants failed to pay Plaintiff a total of \$42,992.14.

69. On or about March 3, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 956) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 78,264 pieces of clothing to Defendants.

The contract called for Defendants to pay Plaintiff \$150,599.52 for its services. Plaintiff manufactured the requested merchandise and on or about March 30, 2020, shipped 9,288 pieces of clothing. Defendants failed to pay Plaintiff a total of \$19,195.20.

70. On or about December 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 928) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 14,688 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$25,850.88 for its services. Plaintiff manufactured the requested merchandise and on or about March 30, 2020, shipped 9,216 pieces of clothing. Defendants failed to pay Plaintiff a total of \$15,387.26.

71. On or about January 30, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 940) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 2,400 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$8,640.00 for its services. Plaintiff manufactured the requested merchandise and on or about March 30, 2020, shipped 2,400 pieces of clothing. Defendants failed to pay Plaintiff a total of \$8,208.00.

72. On or about December 13, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 932) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 12,456 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$23,043.60 for its services. Plaintiff manufactured the requested merchandise and on or about March 30, 2020, shipped 12,456 pieces of clothing. Defendants failed to pay Plaintiff a total of \$20,249.56.

73. On or about December 4, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 928) pursuant to which Plaintiff, in exchange for monetary

consideration, was to manufacture, ship, and deliver 14,688 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$25,850.88 for its services. Plaintiff manufactured the requested merchandise and on or about April 9, 2020, shipped 7,920 pieces of clothing. Defendants failed to pay Plaintiff a total of \$13,919.40.

74. On or about March 3, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 956) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 78,264 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$150,599.52 for its services. Plaintiff manufactured the requested merchandise and on or about April 9, 2020, shipped 47,376 pieces of clothing. Defendants failed to pay Plaintiff a total of \$85,540.32.

75. On or about March 3, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 956) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 78,264 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$150,599.52 for its services. Plaintiff manufactured the requested merchandise and on or about April 12, 2020, shipped 21,600 pieces of clothing. Defendants failed to pay Plaintiff a total of \$45,864.00.

76. On or about March 3, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 957) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 186,192 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$367,984.80 for its services. Plaintiff manufactured the requested merchandise and on or about April 23, 2020, shipped 99,216 pieces of clothing. Defendants failed to pay Plaintiff a total of \$172,087.20.

77. On or about March 3, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 957) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 186,192 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$367,984.80 for its services. Plaintiff manufactured the requested merchandise and on or about May 3, 2020, shipped 14,976 pieces of clothing. Defendants failed to pay Plaintiff a total of \$26,697.60.

78. On or about March 3, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 958) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 128,520 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$196,603.92 for its services. Plaintiff manufactured the requested merchandise and on or about May 3, 2020, shipped 128,304 pieces of clothing. Defendants failed to pay Plaintiff a total of \$196,299.36.

79. On or about July 1, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 988) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 10,752 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$41,378.40 for its services. Plaintiff manufactured the requested merchandise and on or about August 8, 2020, shipped all 10,752 pieces of clothing. Defendants failed to pay Plaintiff a total of \$41,378.40.

80. On or about July 15, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 994) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 1,392 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$5,486.40 for its services. Plaintiff manufactured

the requested merchandise and on or about August 17, 2020, shipped all 1,392 pieces of clothing. Defendants failed to pay Plaintiff a total of \$5,486.40.

81. On or about May 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 967) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 10,872 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$102,916.80 for its services. Plaintiff manufactured the requested merchandise and on or about October 15, 2020, shipped 7,272 pieces of clothing. Defendants failed to pay Plaintiff a total of \$68,428.80.

82. On or about May 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 968) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 14,328 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$114,429.60 for its services. Plaintiff manufactured the requested merchandise and on or about October 15, 2020, shipped 8,484 pieces of clothing. Defendants failed to pay Plaintiff a total of \$47,983.20.

83. On or about July 20, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 997) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 21,888 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$38,505.60 for its services. Plaintiff manufactured the requested merchandise and on or about October 15, 2020, shipped 17,280 pieces of clothing. Defendants failed to pay Plaintiff a total of \$27,446.40.

84. On or about June 17, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 971) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 114,840 pieces of clothing to Defendants.

The contract called for Defendants to pay Plaintiff \$189,453.60 for its services. Plaintiff manufactured the requested merchandise and on or about October 22, 2020, shipped 1,296 pieces of clothing. Defendants failed to pay Plaintiff a total of \$1,974.24.

85. On or about December 13, 2019, Defendants entered into a contract with Plaintiff (Purchase Order Number 931) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 93,888 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$190,591.92 for its services. Plaintiff manufactured the requested merchandise and on or about October 22, 2020, shipped 576 pieces of clothing. Defendants failed to pay Plaintiff a total of \$921.60.

86. On or about June 23, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 977) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 61,392 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$210,177.60 for its services. Plaintiff manufactured the requested merchandise and on or about October 22, 2020, shipped 3,024 pieces of clothing. Defendants failed to pay Plaintiff a total of \$11,282.40.

87. On or about July 1, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 984) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 72,504 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$142,812.00 for its services. Plaintiff manufactured the requested merchandise and on or about October 22, 2020, shipped 864 pieces of clothing. Defendants failed to pay Plaintiff a total of \$1,339.20.

88. On or about June 23, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 977) pursuant to which Plaintiff, in exchange for monetary



consideration, was to manufacture, ship, and deliver 61,392 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$210,177.60 for its services. Plaintiff manufactured the requested merchandise and on or about October 22, 2020, shipped 1,392 pieces of clothing. Defendants failed to pay Plaintiff a total of \$4,924.80.

89. On or about August 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1022) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 2,880 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$10,087.20 for its services. Plaintiff manufactured the requested merchandise and on or about October 17, 2020, shipped 576 pieces of clothing. Defendants failed to pay Plaintiff a total of \$1,944.00.

90. On or about August 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1022) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 88,200 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$190,677.60 for its services. Plaintiff manufactured the requested merchandise and on or about October 18, 2020, shipped 32,832 pieces of clothing. Defendants failed to pay Plaintiff a total of \$54,711.36.

91. On or about August 6, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1015) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 9,180 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$15,546.60 for its services. Plaintiff manufactured the requested merchandise and on or about October 18, 2020, shipped 6,000 pieces of clothing. Defendants failed to pay Plaintiff a total of \$8,700.00.



92. On or about May 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 967) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 10,872 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$102,916.80 for its services. Plaintiff manufactured the requested merchandise and on or about October 18, 2020, shipped 1,420 pieces of clothing. Defendants failed to pay Plaintiff a total of \$21,016.00.

93. On or about May 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 968) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 14,328 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$114,429.60 for its services. Plaintiff manufactured the requested merchandise and on or about October 18, 2020, shipped 1,270 pieces of clothing. Defendants failed to pay Plaintiff a total of \$18,796.00.

94. On or about August 12, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1017) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 4,896 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$7,344.00 for its services. Plaintiff manufactured the requested merchandise and on or about October 18, 2020, shipped all 4,896 pieces of clothing. Defendants failed to pay Plaintiff a total of \$7,344.00.

95. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff

manufactured the requested merchandise and on or about October 19, 2020, shipped 81,936 pieces of clothing. Defendants failed to pay Plaintiff a total of \$131,466.96.

96. On or about May 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 967) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 10,872 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$102,916.80 for its services. Plaintiff manufactured the requested merchandise and on or about November 4, 2020, shipped 2,160 pieces of clothing. Defendants failed to pay Plaintiff a total of \$13,176.00.

97. On or about May 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 968) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 14,328 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$114,429.60 for its services. Plaintiff manufactured the requested merchandise and on or about November 4, 2020, shipped 2,304 pieces of clothing. Defendants failed to pay Plaintiff a total of \$14,054.40.

98. On or about August 5, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1014) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 72,360 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$175,440.96 for its services. Plaintiff manufactured the requested merchandise and on or about November 4, 2020, shipped 2,160 pieces of clothing. Defendants failed to pay Plaintiff a total of \$4,104.00.

99. On or about July 23, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1002) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 88,200 pieces of clothing to Defendants.

The contract called for Defendants to pay Plaintiff \$190,677.60 for its services. Plaintiff manufactured the requested merchandise and on or about November 4, 2020, shipped 31,896 pieces of clothing. Defendants failed to pay Plaintiff a total of \$53,582.40.

100. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about November 4, 2020, shipped 11,880 pieces of clothing. Defendants failed to pay Plaintiff a total of \$22,230.00.

101. On or about July 23, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1002) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 88,200 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$190,677.60 for its services. Plaintiff manufactured the requested merchandise and on or about November 4, 2020, shipped 19,800 pieces of clothing. Defendants failed to pay Plaintiff a total of \$57,420.00.

102. On or about July 29, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1010) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 3,456 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$6,251.04 for its services. Plaintiff manufactured the requested merchandise and on or about November 6, 2020, shipped 720 pieces of clothing. Defendants failed to pay Plaintiff a total of \$2,088.00.

103. On or about August 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1022) pursuant to which Plaintiff, in exchange for monetary

consideration, was to manufacture, ship, and deliver 2,880 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$10,087.20 for its services. Plaintiff manufactured the requested merchandise and on or about November 6, 2020, shipped all 2,880 pieces of clothing. Defendants failed to pay Plaintiff a total of \$10,087.20.

104. On or about August 5, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1014) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 72,360 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$175,440.96 for its services. Plaintiff manufactured the requested merchandise and on or about November 11, 2020, shipped 42,984 pieces of clothing. Defendants failed to pay Plaintiff a total of \$93,536.64.

105. On or about September 11, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1026) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 2,592 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$5,955.84 for its services. Plaintiff manufactured the requested merchandise and on or about November 11, 2020, shipped 2,592 pieces of clothing. Defendants failed to pay Plaintiff a total of \$5,955.84.

106. On or about August 6, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1015) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 9,180 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$15,546.60 for its services. Plaintiff manufactured the requested merchandise and on or about November 11, 2020, shipped 2,988 pieces of clothing. Defendants failed to pay Plaintiff a total of \$6,433.80.

107. On or about July 20, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 997) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 21,888 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$38,505.60 for its services. Plaintiff manufactured the requested merchandise and on or about November 11, 2020, shipped 4,608 pieces of clothing. Defendants failed to pay Plaintiff a total of \$11,059.20.

108. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about November 11, 2020, shipped 28,880 pieces of clothing. Defendants failed to pay Plaintiff a total of \$69,021.36.

109. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about November 11, 2020, shipped 13,320 pieces of clothing. Defendants failed to pay Plaintiff a total of \$33,966.00.

110. On or about July 23, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1002) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 88,200 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$190,677.60 for its services. Plaintiff

manufactured the requested merchandise and on or about November 11, 2020, shipped 13,176 pieces of clothing. Defendants failed to pay Plaintiff a total of \$24,703.20.

111. On or about August 13, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1019) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 42,288 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$156,432.00 for its services. Plaintiff manufactured the requested merchandise and on or about November 11, 2020, shipped 3,216 pieces of clothing. Defendants failed to pay Plaintiff a total of \$10,934.40.

112. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about November 11, 2020, shipped 68,328 pieces of clothing. Defendants failed to pay Plaintiff a total of \$127,908.72.

113. On or about September 3, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1025) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 864 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$1,857.60 for its services. Plaintiff manufactured the requested merchandise and on or about November 16, 2020, shipped all 864 pieces of clothing. Defendants failed to pay Plaintiff a total of \$1,857.60.

114. On or about May 28, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 968) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 14,328 pieces of clothing to Defendants.

The contract called for Defendants to pay Plaintiff \$114,429.60 for its services. Plaintiff manufactured the requested merchandise and on or about November 18, 2020, shipped 1,950 pieces of clothing. Defendants failed to pay Plaintiff a total of \$28,860.00.

115. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about November 18, 2020, shipped 1,800 pieces of clothing. Defendants failed to pay Plaintiff a total of \$3,672.00.

116. On or about August 31, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1023) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 12,000 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$86,400 for its services. Plaintiff manufactured the requested merchandise and on or about November 18, 2020, shipped 6,000 pieces of clothing. Defendants failed to pay Plaintiff a total of \$43,200.00.

117. On or about August 13, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1019) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 42,288 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$156,432.00 for its services. Plaintiff manufactured the requested merchandise and on or about November 18, 2020, shipped 19,104 pieces of clothing. Defendants failed to pay Plaintiff a total of \$69,950.40.

118. On or about October 5, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1047) pursuant to which Plaintiff, in exchange for monetary



consideration, was to manufacture, ship, and deliver 4,368 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$16,879.20 for its services. Plaintiff manufactured the requested merchandise and on or about November 19, 2020, shipped 624 pieces of clothing. Defendants failed to pay Plaintiff a total of \$2,277.60.

119. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about November 19, 2020, shipped 32,040 pieces of clothing. Defendants failed to pay Plaintiff a total of \$72,432.00.

120. On or about August 13, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1019) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 42,288 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$156,432.00 for its services. Plaintiff manufactured the requested merchandise and on or about November 25, 2020, shipped 5,472 pieces of clothing. Defendants failed to pay Plaintiff a total of \$20,347.20.

121. On or about October 5, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1047) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 4,368 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$16,879.20 for its services. Plaintiff manufactured the requested merchandise and on or about November 25, 2020, shipped 3,744 pieces of clothing. Defendants failed to pay Plaintiff a total of \$14,601.60.



122. On or about August 5, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1014) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 72,360 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$175,440.96 for its services. Plaintiff manufactured the requested merchandise and on or about November 25, 2020, shipped 8,136 pieces of clothing. Defendants failed to pay Plaintiff a total of \$17,448.48.

123. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about November 25, 2020, shipped 12,600 pieces of clothing. Defendants failed to pay Plaintiff a total of \$21,420.00.

124. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about December 13, 2020, shipped 4,320 pieces of clothing. Defendants failed to pay Plaintiff a total of \$14,040.00.

125. On or about August 13, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1019) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 42,288 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$156,432.00 for its services. Plaintiff

manufactured the requested merchandise and on or about December 13, 2020, shipped 3,648 pieces of clothing. Defendants failed to pay Plaintiff a total of \$13,862.40.

126. On or about August 31, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1023) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 12,000 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$86,400 for its services. Plaintiff manufactured the requested merchandise and on or about December 13, 2020, shipped 6,000 pieces of clothing. Defendants failed to pay Plaintiff a total of \$43,200.00.

127. On or about October 15, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1802) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 163,512 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$340,963.92 for its services. Plaintiff manufactured the requested merchandise and on or about February 19, 2021, shipped 67,788 pieces of clothing. Defendants failed to pay Plaintiff a total of \$122,318.65.

128. On or about October 14, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1801) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 59,904 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$163,172.88 for its services. Plaintiff manufactured the requested merchandise and on or about February 19, 2021, shipped 6,840 pieces of clothing. Defendants failed to pay Plaintiff a total of \$18,219.37.

129. On or about October 14, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1801) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 59,904 pieces of clothing to Defendants.

The contract called for Defendants to pay Plaintiff \$163,172.88 for its services. Plaintiff manufactured the requested merchandise and on or about February 19, 2021, shipped 5,400 pieces of clothing. Defendants failed to pay Plaintiff a total of \$13,211.37.

130. On or about October 15, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1050) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 84,456 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$164,754.00 for its services. Plaintiff manufactured the requested merchandise and on or about May 9, 2021, shipped 71,244 pieces of clothing. Defendants failed to pay Plaintiff a total of \$50,306.41.

131. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about May 14, 2021, shipped 29,628 pieces of clothing. Defendants failed to pay Plaintiff a total of \$47,526.13.

132. On or about October 22, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1053) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 28,728 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$45,635.04 for its services. Plaintiff manufactured the requested merchandise and on or about May 14, 2021, shipped 21,888 pieces of clothing. Defendants failed to pay Plaintiff a total of \$27,253.60.

133. On or about August 7, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1016) pursuant to which Plaintiff, in exchange for monetary

consideration, was to manufacture, ship, and deliver 278,712 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$558,622.08 for its services. Plaintiff manufactured the requested merchandise and on or about May 14, 2021, shipped 38,160 pieces of clothing. Defendants failed to pay Plaintiff a total of \$39,122.08.

134. On or about October 22, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1052) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 10,656 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$16,522.56 for its services. Plaintiff manufactured the requested merchandise and on or about May 14, 2021, shipped 10,080 pieces of clothing. Defendants failed to pay Plaintiff a total of \$13,041.83.

135. On or about October 5, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1046) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 103,698 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$177,485.76 for its services. Plaintiff manufactured the requested merchandise and on or about May 14, 2021, shipped 18,216 pieces of clothing. Defendants failed to pay Plaintiff a total of \$27,530.75.

136. On or about October 5, 2020, Defendants entered into a contract with Plaintiff (Purchase Order Number 1046) pursuant to which Plaintiff, in exchange for monetary consideration, was to manufacture, ship, and deliver 103,698 pieces of clothing to Defendants. The contract called for Defendants to pay Plaintiff \$177,485.76 for its services. Plaintiff manufactured the requested merchandise and on or about May 14, 2021, shipped 28,584 pieces of clothing. Defendants failed to pay Plaintiff a total of \$39,381.61.

**Plaintiff's Invoices to Defendants**

137. Plaintiff sent a series of invoices to Defendants representing the amounts due under the contracts.

138. On or about June 26, 2019, Plaintiff sent Invoice No. F11-2019-001TJX to Defendants pertaining to Purchase Order Number 761. The invoice stated a total amount owed of \$2,246.40.

139. On July 22, 2019, Plaintiff sent Invoice No. F37-LIC2019-0702 to Defendants pertaining to Purchase Order Number 821. The invoice stated a total amount owed of \$4,080.00.

140. On August 1, 2019, Plaintiff sent Invoice No. F37-LIC2019-0719 to Defendants pertaining to Purchase Order Numbers 802, 803, 822, 829, 837, 849, 850, and 852. The invoice stated a total amount owed of \$136,408.20.

141. On August 21, 2019, Plaintiff sent Invoice No. F37-LIC2019-0810 to Defendants pertaining to Purchase Order Numbers 822, 849, 850, 851, 852, 835, and 842. The invoice stated a total amount owed of \$46,635.60.

142. On September 7, 2019, Plaintiff sent Invoice No. F37-LIC2019-0906 to Defendants pertaining to Purchase Order Numbers 853 and 860. The invoice stated a total amount owed of \$64,139.04.

143. On January 7, 2020, Plaintiff sent Invoice No. F37-LIC2020-0108 to Defendants pertaining to Purchase Order Numbers 883, 924, 923, 919, 897, and 906. The invoice stated a total amount owed of \$259,975.42.

144. On January 8, 2020, Plaintiff sent Invoice No. F37-LIC2020-0110 to Defendants pertaining to Purchase Order Numbers 883, 918, and 923. The invoice stated a total amount owed of \$212,764.46.

145. On January 13, 2020, Plaintiff sent Invoice No. F37-LIC2020-0112 to Defendants pertaining to Purchase Order Numbers 918 and 923. The invoice stated a total amount owed of \$73,075.68.

146. On January 21, 2020, Plaintiff sent Invoice No. F37-LIC2020-0123 to Defendants pertaining to Purchase Order Numbers 897, 919, 923, 906, 905, 929, 916, 918, and 88. The invoice stated a total amount owed of \$359,144.08.

147. On or about January 18, 2020, Plaintiff sent Invoice No. F11-2019-053 to Defendants pertaining to Purchase Order Number 925. The invoice stated a total amount owed of \$87,299.04.

148. On March 2, 2020, Plaintiff sent Invoice No. F37-LIC2020-0112 to Defendants pertaining to Purchase Order Number 905. The invoice stated a total amount owed of \$120,023.28.

149. On March 9, 2020, Plaintiff sent Invoice No. F37-LIC2020-0305 to Defendants pertaining to Purchase Order Number 905. The invoice stated a total amount owed of \$11,026.80.

150. On or about February 26, 2020, Plaintiff sent Invoice No. F11-2019-054 to Defendants pertaining to Purchase Order Number 915. The invoice stated a total amount owed of \$105,235.20.

151. On or about March 9, 2020, Plaintiff sent Invoice No. F37-LIC2020-0309 to Defendants pertaining to Purchase Order Number 905. The invoice stated a total amount owed of \$2,469.60.

152. On March 25, 2020, Plaintiff sent Invoice No. F37-LIC2020-0311 to Defendants pertaining to Purchase Order Numbers 905, 931, and 926. The invoice stated a total amount owed of \$126,357.28.

153. On March 11, 2020, Plaintiff sent Invoice No. F37-LIC2020-0315 to Defendants pertaining to Purchase Order Numbers 905, 918, 929, and 931. The invoice stated a total amount owed of \$171,047.70.

154. On March 19, 2020, Plaintiff sent Invoice No. F37-LIC2020-0319 to Defendants pertaining to Purchase Order Number 931. The invoice stated a total amount owed of \$15,541.92.

155. On March 26, 2020, Plaintiff sent Invoice No. F37-LIC2020-0325 to Defendants pertaining to Purchase Order Number 933. The invoice stated a total amount owed of \$52,493.76.

156. On April 1, 2020, Plaintiff sent Invoice No. F37-LIC2020-0330 to Defendants pertaining to Purchase Order Numbers 905, 915, 923, 931, 956, 928, 940 and 932. The invoice stated a total amount owed of \$190,789.16.

157. On April 8, 2020, Plaintiff sent Invoice No. F37-LIC2020-0409 to Defendants pertaining to Purchase Order Numbers 928 and 956. The invoice stated a total amount owed of \$99,459.72.

158. On or about April 12, 2020, Plaintiff sent Invoice No. F37-LIC2020-0408 to Defendants pertaining to Purchase Order Number 956. The invoice stated a total amount owed of \$45,864.00.

159. On April 21, 2020, Plaintiff sent Invoice No. F37-LIC2020-0420 to Defendants pertaining to Purchase Order Number 957. The invoice stated a total amount owed of \$172,087.20.

160. On April 29, 2020, Plaintiff sent Invoice No. F37-LIC2020-0503 to Defendants pertaining to Purchase Order Numbers 957 and 958. The invoice stated a total amount owed of \$222,996.96.

161. On or about August 3, 2020, Plaintiff sent Invoice No. F11-2020-013-1 to Defendants pertaining to Purchase Order Number 988. The invoice stated a total amount owed of \$41,378.40.

162. On or about August 5, 2020, Plaintiff sent Invoice No. F11-2020-013 to Defendants pertaining to Purchase Order Number 994. The invoice stated a total amount owed of \$5,486.40.

163. On October 14, 2020, Plaintiff sent Invoice No. F37LIC2020-0927A to Defendants pertaining to Purchase Order Numbers 967, 968, and 997. The invoice stated a total amount owed of \$143,858.40.

164. On October 17, 2020, Plaintiff sent Invoice No. F37-LIC2020-1009AU to Defendants pertaining to Purchase Order Numbers 971, 931, 977, 984, and 977. The invoice stated a total amount owed of \$20,442.24.

165. On October 13, 2020, Plaintiff sent Invoice No. F37-LIC2020-0930CA to Defendants pertaining to Purchase Order Number 1022. The invoice stated a total amount owed of \$1,944.00.



166. On October 20, 2020, Plaintiff sent Invoice No. F37-LIC2020-1018 to Defendants pertaining to Purchase Order Numbers 1002, 1015, 967, 968, and 1017. The invoice stated a total amount owed of \$110,567.36.

167. On October 21, 2020, Plaintiff sent Invoice No. F37-LIC2020-1019 to Defendants pertaining to Purchase Order Number 1016. The invoice stated a total amount owed of \$131,466.96.

168. On November 3, 2020, Plaintiff sent Invoice No. F37-LIC2020-1030 to Defendants pertaining to Purchase Order Numbers 967, 968, 1014, 1002, and 1016. The invoice stated a total amount owed of \$107,146.40.

169. On November 3, 2020, Plaintiff sent Invoice No. F37-LIC2020-1030A to Defendants pertaining to Purchase Order Number 1002. The invoice stated a total amount of owed \$57,420.00.

170. On November 9, 2020, Plaintiff sent Invoice No. F37-LIC2020-1019 to Defendants pertaining to Purchase Order Number 1010. The invoice stated a total amount of owed \$2,088.00.

171. On October 28, 2020, Plaintiff sent Invoice No. F37-LIC2020-1017AU to Defendants pertaining to Purchase Order Number 1022. The invoice stated a total amount of \$10,087.20.

172. On November 10, 2020, Plaintiff sent Invoice No. F37-LIC2020-1111 to Defendants pertaining to Purchase Order Numbers 1014, 1026, 1015, 997, 1016, 1002, and 1019. The invoice stated a total amount owed of \$255,610.44.

173. On November 10, 2020, Plaintiff sent Invoice No. F37-LIC2020-1111A to Defendants pertaining to Purchase Order Number 1016. The invoice stated a total amount owed of \$127,908.72.

174. On November 17, 2020, Plaintiff sent Invoice No. F37-LIC2020-1019AU to Defendants pertaining to Purchase Order Number 1025. The invoice stated a total amount owed of \$1,857.60.

175. On November 17, 2020, Plaintiff sent Invoice No. F37-LIC2020-11118 to Defendants pertaining to Purchase Order Numbers 968, 1016, 1023, and 1019. The invoice stated a total amount owed of \$145,682.40.

176. On or about November 3, 2020, Plaintiff sent Invoice No. F37-LIC2020-1119Q to Defendants pertaining to Purchase Order Numbers 1047 and 1016. The invoice stated a total amount owed of \$74,709.60.

177. On November 23, 2020, Plaintiff sent Invoice No. F37-LIC2020-1125 to Defendants pertaining to Purchase Order Numbers 1019, 1047, 1014, and 1016. The invoice stated a total amount owed of \$73,817.28.

178. On December 4, 2020, Plaintiff sent Invoice No. F37-LIC2020-1206 to Defendants pertaining to Purchase Order Numbers 1016, 1019, and 1023. The invoice stated a total amount owed of \$71,102.40.

179. On or about February 2, 2021, Plaintiff sent Invoice No. F37-LIC2021-0217 to Defendants pertaining to Purchase Order Numbers 1801 and 1802. The invoice stated a total amount owed of \$184,131.

180. On or about May 9, 2021, Plaintiff sent Invoice No. F37-LIC2021-0509-1 to Defendants pertaining to Purchase Order Numbers 1016 and 1053. The invoice stated a total amount owed of \$86,461.05.

181. On or about May 9, 2021, Plaintiff sent Invoice No. F37-LIC2021-0509-2 to Defendants pertaining to Purchase Order Number 1050. The invoice stated a total amount owed of \$104,245.92.

182. On or about May 9, 2021, Plaintiff sent Invoice No. F37-LIC2021-0509-3 to Defendants pertaining to Purchase Order Numbers 1016, 1046, and 1052. The invoice stated a total amount owed of \$91,487.20.

183. On or about May 9, 2021, Plaintiff sent Invoice No. F37-LIC2021-0509-4 to Defendants pertaining to Purchase Order Numbers 1016 and 1046. The invoice stated a total amount owed of \$50,323.45.

**Plaintiff's Resale of the Goods**

184. In February 2021, Plaintiff shipped 216,144 pieces of clothing relating to Purchase Order Numbers 1037, 1040, 1050, 36, 38, 1046, 1802, 1069, 1801, and 1805 with a total value of \$634,867.56 to Plaintiff's two freight forwarder's warehouses located in California ("February 2021 Goods").

185. Plaintiff and Defendants agreed that the February 2021 Goods would remain at the two warehouses and would be picked up by Defendants upon Defendants paying Plaintiff prior amounts owed.

186. On or about May 9, 2021, Plaintiff shipped 181,944 pieces of clothing relating to Purchase Order Numbers 1050, 1052, 1053, 1046, and 1802 with a total value of \$327,923.16 to Plaintiff's two freight forwarder's warehouses located in California ("May 2021 Goods").

187. Plaintiff and Defendants agreed that the May 2021 Goods would remain at two warehouses and would be picked up by Defendants upon Defendants paying Plaintiff prior amounts owed.

188. In a letter dated June 24, 2021, Gammal authorized Plaintiff “to sell off all remaining finished goods related to all A Base IX purchase orders.” The letter further stated: “This release and permission will cover goods currently in China and LIC’s LA warehouse that bears the following labels:

Glitz

Moral Fiber

Ready2Go

This sale release will be effective on 07/01/2021 towards all customers in China, Europe, the USA, and Worldwide.”

189. On or about June 25, 2021 Defendants picked up 27,072 pieces of clothing relating to Purchase Order Number 1050 valued at \$66,844.80. Defendants prepaid this amount along with duty via wire transfer, prior to pick up.

190. As of June 25, 2021, there was a total value of \$1,591,632.84 in goods that remained unshipped in Plaintiff’s warehouse in China.

191. As of June 25, 2021, there was a total value of \$369,237.03 in goods that remained in the two warehouses located in California.

192. As of June 25, 2021, the inventory of goods in Plaintiff’s warehouse in China and the two warehouses (“Unsold Inventory”) located in California totaled \$1,960,869.87.

193. On or about November 8, 2021, Plaintiff resold the Unsold Inventory in private sales to third-party buyers in the United States and in China at a commercially reasonable, market rate.

**Commingling of Corporate and Personal Assets and Fraudulent Conveyances**

194. Apperman and Gammal had and have complete dominion and control of A Base at all relevant times, having formed, organized, and controlled A Base.

195. Apperman and Gammal conducted the business of A Base in disregard of its corporate formalities in a manner that suited Apperman's and Gammal's own personal convenience, including but not limited to, commingling corporate and personal funds.

196. By virtue of the foregoing, A Base transacted the business of Apperman and Gammal, rather than its own business, and acted as the alter ego of Apperman and Gammal who are, therefore, personally responsible to Plaintiff for the obligations of A Base.

197. Upon information and belief, on February 3, 2022, title to property located at 103 Grant Avenue, Deal, New Jersey 07723 ("Deal Property") was transferred from Albert Gammal and Alice Gammal to Alice Gammal individually.

198. The sale to Alice Gammal was for an undisclosed amount.

199. On or about January 31, 2022, Alice Gammal secured a thirty-year mortgage for the Deal Property in the amount of \$1,820,000.00.

200. Upon information and belief, on February 23, 2022, \$1,000,900.00 was deposited into Apperman's personal account with TD Bank from A Base's business checking account with TD Bank, which indicates commingling of corporate assets that could be used to satisfy a money judgment against A Base herein.

201. Apperman engaged in commingling of personal and corporate funds including depositing and withdrawing funds from an A Base corporate account for personal rather than corporate purposes.

202. Upon information and belief, Apperman and Gammal have intentionally undercapitalized A Base rendering any judgment against A Base uncollectible.

203. Upon information and belief, Apperman and Gammal have utilized corporate resources for their own personal benefit.

204. Upon information and belief, Apperman and Gammal have commingled corporate and personal assets.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**AGAINST DEFENDANTS (BREACH OF CONTRACT)**

205. Plaintiff repeats and realleges each and every allegation contained in paragraphs “1” through “204” of this Complaint, as if fully set forth herein.

206. Plaintiff and Defendants entered into a series of contracts under which Defendants retained Plaintiff’s services relating to the manufacturing and shipping of various styles of clothing.

207. Pursuant to the contracts, and as monetary consideration for the benefits Defendants received, Defendants agreed to pay Plaintiff the total amount of \$6,493,162.87.

208. Plaintiff has complied with and performed all terms of the contracts by manufacturing and shipping to the Defendants the merchandise for which the parties contracted.

209. Despite Plaintiff’s full compliance with its duties as set forth in the contracts, Defendants have failed to meet its payment obligations and still owes Plaintiff \$4,345,077.65.

210. Defendants have failed to perform its duties under the contracts by neglecting to pay Plaintiff in connection with Plaintiff's full performance under the contracts, pursuant to which Plaintiff manufactured and shipped pieces of clothing to Defendants.

211. Despite Plaintiff's repeated requests for payment, Defendants have failed to pay the balance of the agreed-upon fees.

212. Defendants' conduct and failure to remit the unpaid balance constitutes a breach of its obligations under the contracts.

213. By reason of the foregoing, and as a direct and proximate result of Defendants' breach of contract, there is due and owing to Plaintiff the amount of \$4,345,077.65, together with interest thereon from sixty days after the estimated date of arrival.

**AS AND FOR A SECOND CAUSE OF ACTION  
AGAINST DEFENDANTS (ACCOUNT STATED)**

214. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "213" of this Complaint, as if fully set forth herein.

215. In or about February 2019 through May 2021, at Defendants' request, Plaintiff performed certain work, labor and services for Defendants.

216. On or about June 2019 through May 2021, Plaintiff issued all relevant invoices to Defendants.

217. Defendants received and has retained the invoices without objection.

218. Defendants are indebted to Plaintiff in the total amount of the account stated and unpaid, amounting to \$4,345,077.65, which Defendants duly promised and agreed to pay to Plaintiff.

219. A full account was stated by Plaintiff to Defendants and accurate statements were prepared showing the full amount of services rendered to Defendant.



220. Despite Plaintiff's repeated demands for payment, Defendants have refused to pay the balance of the debt, and Defendants owe Plaintiff the sum of \$4,345,077.65 that is due and owing.

221. By reason of the foregoing, Plaintiff has been damaged in the sum of \$4,345,077.65, together with interest thereon from sixty days after the estimated date of arrival.

**AS AND FOR A THIRD CAUSE OF ACTION  
AGAINST DEFENDANTS (UNJUST ENRICHMENT)**

222. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "221" of this Complaint, as if fully set forth herein.

223. By failing to fully compensate Plaintiff for the services it performed for Defendants in manufacturing and shipping the merchandise Defendants ordered, Defendants have been unjustly enriched at the expense of Plaintiff in the amount of \$4,345,077.65, as of May 14, 2021.

224. By reason of the unjust enrichment caused by Defendants' ownership and use of the merchandise that Plaintiff manufactured and shipped to Defendants, Defendants are now indebted to Plaintiff for the sum of \$4,345,077.65 together with interest thereon from sixty days after the estimated date of arrival.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST  
DEFENDANTS (VIOLATION OF N.Y. U.C.C. § 2-101 et seq.)**

225. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "224" of the Complaint, as if fully set forth herein.

226. After obtaining authorization from Defendants, Plaintiff properly resold the Unsold Inventory to third-party buyers, as authorized by N.Y. U.C.C. §§ 2-706(1) and (2).

227. Defendants were on notice of Plaintiff's intention to resell the Unsold Inventory and authorized same.

228. Plaintiff's resale of the Unsold Inventory was done in good faith and in a commercially reasonable manner.

229. Plaintiff was damaged in the amount of \$1,495,766.98, representing the difference between \$1,960,869.87 and the resale price of \$465,102.89.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST  
DEFENDANTS (Avoidance of Transfers Pursuant to Debtor Creditor Law §§ 273, 276 and  
276-a.)**

230. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "229" of this Complaint, as if fully set forth herein.

231. On February 3, 2022, Albert Gammal, with actual intent to hinder, delay, or defraud Plaintiff, sold his interest in the Deal Property to Alice Gammal for an undisclosed amount.

232. Based on the foregoing, pursuant to Debtor and Creditor Law §276(a), Plaintiff is entitled to (a) avoidance of the transfer of title relating to the Deal Property from Albert Gammal and Alice Gammal to Alice Gammal individually, (b) attachment or other provisional remedy against the Deal Property, (c) an injunction against further disposition by Defendants of the assets or any other property of Albert Gammal, and (d) an award to Plaintiff for its attorneys' fees pursuant to Debtor and Creditor Law §276-a.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST  
DEFENDANTS (Avoidance of Transfers Pursuant to Debtor Creditor Law §§ 273, 276 and  
276-a.)**

233. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "232" of this Complaint, as if fully set forth herein.

234. On February 23, 2022, Defendants, with actual intent to hinder, delay, or defraud Plaintiff, transferred \$1,000,900.00 from A Base's business checking account with TD Bank to Apperman's personal checking account with TD Bank.

235. Apperman is a member and person in control of A Base.

236. The \$1,000,900.00 in funds were assets owned by A Base.

237. A Base, Apperman, and Gammal removed or concealed A Base's assets by transferring \$1,000,900.00 in funds from A Base's business checking account to Apperman's personal checking account.

238. The value of the consideration received by A Base was not reasonably equivalent to the value of the \$1,000,900.00 of funds to Apperman's personal checking account.

239. Based on the foregoing, pursuant to Debtor and Creditor Law §276(a), Plaintiff is entitled to (a) avoidance of the transfer of \$1,000,900.00 in funds to Apperman's personal checking account, (b) attachment or other provisional remedy against Apperman's personal checking account with TD Bank, (c) an injunction against further disposition by A Base, Apperman, and Gammal of the assets or any other property of A Base, and (d) an award to Plaintiff for its attorneys' fees pursuant to Debtor and Creditor Law §276-a.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

(i) On the First Cause of Action against Defendants, awarding Plaintiff money damages in the amount of \$4,345,077.65, plus interest thereon from sixty days after the estimated date of arrival.

(ii) On the Second Cause of Action against Defendants, awarding Plaintiff money damages in the amount of \$4,345,077.65, plus interest from sixty days after the estimated date of arrival.

(iii) On the Third Cause of Action against Defendants, awarding Plaintiff money damages in the amount of \$4,345,077.65, plus interest from sixty days after the estimated date of arrival.

(iv) On the Fourth Cause of Action against Defendants, awarding Plaintiff money damages in the amount of \$1,495,766.98, plus interest.

(v) On the Fifth Cause of Action against Defendants, avoiding the transfer of the Deal Property to Alice Gammal individually, (b) attachment or other provisional remedy against the Deal Property, and (c) an injunction against further disposition by Albert Gammal of the assets or any other property of Albert Gammal.


(vi) On the Sixth Cause of Action against Defendants, (a) avoiding the transfer of \$1,000,900.00 in funds to Apperman's personal checking account, (b) attachment or other provisional remedy against Apperman's personal checking account with TD Bank, and (c) an injunction against further disposition by A Base, Apperman, and Gammal of the assets or any other property of A Base.

(vii) For reasonable attorneys' fees and costs incurred in the prosecution of this lawsuit.

(viii) Such other and further relief as this Court deems just and proper.

Dated: New York, New York  
May 31, 2022

CULLEN AND DYKMAN LLP

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